

# EXHIBIT A

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

CHRISTOPHER L. SAYCE, Individually and  
on Behalf of All Others Similarly Situated,

CASE NO.: 20-CV-00076-SI

**CLASS ACTION**

Plaintiff,

V.

FORESCOUT TECHNOLOGIES, INC., *et al.*

## Defendants.

## **[PROPOSED] PRELIMINARY APPROVAL ORDER**

WHEREAS, Co-Lead Plaintiffs Glazer Capital Management, L.P., Glazer Enhanced Fund L.P., Glazer Enhanced Offshore Fund, Ltd., Glazer Offshore Fund, Ltd. and Highmark Limited, in respect of its Segregated Account Highmark Multi-Strategy 2 (the “Glazer Funds”), and Meitav Mutual Funds Ltd. (“Meitav” and with the Glazer Funds, “Plaintiffs” or “Co-Lead Plaintiffs”) (on behalf of themselves and each of the Class Members) entered into the Stipulation of Settlement with Defendants Forescout Technologies, Inc. (“Forescout”), Michael DeCesare, and Christopher Harms (collectively the “Defendants,” together with Plaintiffs, the “Parties” and each a “Party”) dated July 18, 2025 (the “Stipulation”) which, together with the exhibits attached thereto, sets forth

1 the terms and conditions for the proposed settlement and dismissal of the above-captioned class  
 2 action pending before the Court (the “Action”);

3 WHEREAS, the Stipulation is subject to review under Rule 23(e) of the Federal Rules of  
 4 Civil Procedure, and;

5 WHEREAS, the Court having read and considered the Stipulation and the exhibits thereto,  
 6 and Plaintiffs’ motion and supporting papers, and finding that substantial and sufficient grounds  
 7 exist for entering this Order;

8 NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_th day of \_\_\_\_\_, 2025, that:

9 1. Capitalized terms not defined herein have the meanings defined in the Stipulation.  
 10 2. The Court finds that (a) the Stipulation resulted from good faith, arm’s length  
 11 negotiations, and (b) the Stipulation is sufficiently fair, reasonable, and adequate to the Class  
 12 Members to warrant providing notice of the Settlement to Class Members and holding a Settlement  
 13 Hearing (defined below).

14 3. The Court hereby preliminarily approves the Settlement, subject to further  
 15 consideration at a hearing (“Settlement Hearing”) pursuant to Federal Rule of Civil Procedure 23(e),  
 16 which is hereby scheduled to be held before the Court on \_\_\_\_\_, 2025, at \_\_\_\_\_.m. for  
 17 the following purposes:

18 (a) to determine finally whether the Settlement is fair, reasonable, and adequate, and  
 19 should be approved by the Court;  
 20 (b) to determine finally whether the Judgment as provided under the Stipulation  
 21 should be entered, dismissing the Action on the merits and with prejudice, and to  
 22 determine, among other things, whether the releases set forth in the Stipulation  
 23 should be ordered, along with a permanent injunction barring efforts to prosecute  
 24 or attempt to prosecute any related claims extinguished by the release against any  
 25 of the Released Parties;  
 26 (c) to determine finally whether the proposed Plan of Allocation for the distribution  
 27 of the Net Settlement Fund is fair and reasonable and should be approved by the  
 28 Court;

- (d) to consider any application of Class Counsel for an award of fees and reimbursement of litigation expenses, or an application for an Award to Plaintiffs;
- (e) to consider Class Members' objections to the Settlement, if any, provided that they validly submitted an objection in accordance with this Order and the Notice; and
- (f) to rule upon such other matters as the Court may deem appropriate.

8       4.      The Court reserves the right to adjourn the Settlement Hearing to a later date and to  
9 approve the Settlement without modification, or with such modifications as may be agreed to by the  
10 Parties, and with or without further notice of any kind. The Court further reserves the right to enter  
11 Judgment approving the Settlement and dismissing the Action, on the merits and with prejudice,  
12 regardless of whether it has approved the Plan of Allocation or awarded fees or expenses.

13       5.     The Court approves the form, substance, and requirements of (a) the Postcard Notice,  
14 (b) the Notice, (c) the Claim Form, and (d) the Summary Notice, all of which are exhibits to the  
15 Stipulation.

16       6.      Class Counsel has the authority to enter into the Settlement on behalf of the Class  
17 and has the authority to act on behalf of the Class with respect to all acts or consents required by or  
18 that may be given pursuant to the Stipulation or such other acts that are reasonably necessary to  
19 consummate the Settlement.

20        7. For settlement purposes only, Strategic Claims Services is appointed and approved  
21 as the Claims Administrator to supervise and administer the notice procedure as well as the  
22 processing of claims. Up to \$250,000 in Settlement Administration Costs may be paid to the Claims  
23 Administrator without further order of this Court.

24        8.        By \_\_\_\_\_, 2025 (fourteen (14) calendar days from the entry of this Order)  
25 (hereinafter the “Notice Date”), Class Counsel, through the Claims Administrator, shall cause the  
26 Postcard Notice, substantially in the form annexed to the Stipulation as Exhibit A-4 to be mailed,  
27 by first-class mail, postage prepaid, or via electronic mail if addresses are available, to all Class  
28 Members who can be identified with reasonable effort by Class Counsel.

1       9.     The Claims Administrator shall provide the Notice, Claim Form, and Postcard  
 2 Notice to nominees and custodians, and such nominees and custodians shall, within seven (7)  
 3 calendar days of receipt of the Notice, either: (i) request copies of the Postcard Notice sufficient to  
 4 send to all beneficial owners for whom they are a nominee or custodian; or (ii) request an electronic  
 5 link to the Notice and Claim Form (“Notice and Claim Link”), and within seven (7) calendar days  
 6 after receipt thereof, email the Notice and Claim Link to such beneficial owners for whom valid  
 7 email addresses are available; or (iii) provide the Claims Administrator with lists of the names, last  
 8 known addresses, and email addresses (to the extent known) of such beneficial owners. If the  
 9 Claims Administrator receives an email address, it will send a Notice and Claim Link electronically.  
 10 Otherwise, it will send a Postcard Notice by first-class mail. Nominees or custodians who elect to  
 11 send the Postcard Notice or Notice and Claim Link to their beneficial owners shall send a written  
 12 certification to the Claims Administrator confirming that the mailing or emailing has been made as  
 13 directed. Copies of the Postcard Notice and Notice and Claim Links shall be made available to any  
 14 nominee or custodian requesting the same for the purpose of distribution to beneficial owners. The  
 15 Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement  
 16 Fund solely for their reasonable out-of-pocket expenses, incurred in providing notice to beneficial  
 17 owners, which expenses would not have been incurred except for the providing of names and  
 18 addresses up to \$0.02 per name (with address and email address) provided to the Claims  
 19 Administrator; up to \$0.02 per Postcard Notice mailed plus postage at the pre-sort rate used by the  
 20 Claims Administrator; or up to \$0.02 per Notice and Claim Link sent by email, and subject to  
 21 further order of this Court with respect to any dispute concerning such reimbursement.

22       10.    Class Counsel, through the Claims Administrator, shall cause the Stipulation and its  
 23 exhibits, this Order, and a copy of the Notice and Claim Form to be posted on the Settlement  
 24 website on or before the Notice Date.

25       11.    Class Counsel, through the Claims Administrator, shall cause the Summary Notice  
 26 to be published electronically once on a broadly disseminated national wire service by  
 27 \_\_\_\_\_, 2025, within fourteen (14) calendar days after the Notice Date.

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1       12. Class Counsel shall, by \_\_\_\_\_, 2025, at least seven (7) calendar days  
 2 before the Settlement Hearing, serve upon counsel for Defendants and file with the Court proof of  
 3 dissemination of the Postcard Notice and publication of the Summary Notice.

4       13. The forms and methods set forth herein of notifying Class Members of the Settlement  
 5 and its terms and conditions meet the requirements of due process, Federal Rule of Civil Procedure  
 6 23, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private  
 7 Securities Litigation Reform Act of 1995; constitute the best notice practicable under the  
 8 circumstances; and constitute due and sufficient notice to all Persons entitled thereto. No Class  
 9 Member will be relieved from the terms and conditions of the Settlement, including the releases  
 10 provided for therein, based upon the contention or proof that such Class Member failed to receive  
 11 actual or adequate notice.

12       14. In order to be entitled to participate in recovery from the Net Settlement Fund after  
 13 the Effective Date, each Class Member shall take the following action and be subject to the  
 14 following conditions:

15       (a) On or before \_\_\_\_\_, 2025 (100 calendar days from the Notice Date),  
 16 a properly completed and executed Claim Form must be submitted to the Claims  
 17 Administrator either (a) electronically through the Settlement website or (b) at  
 18 the Post Office Box indicated in the Notice. Each Claim Form shall be deemed  
 19 to have been submitted when: (a) the Claimant receives a confirmation notice  
 20 from the Claims Administrator for electronic submissions; or (b) legibly  
 21 postmarked (if properly addressed and mailed by first-class mail) provided such  
 22 Claim Form is actually received before the filing of a motion for an order of the  
 23 Court approving distribution of the Net Settlement Fund. Any Claim Form  
 24 submitted in any other manner shall be deemed to have been submitted when it  
 25 was actually received by the Claims Administrator at the address designated in  
 26 the Notice.

27       (b) The Claim Form submitted by each Class Member must satisfy the following  
 28 conditions: (i) it must be properly completed, signed, and submitted in a timely

1 manner in accordance with the provisions of the preceding subparagraph; (ii) it  
 2 must be accompanied by adequate supporting documentation for the transactions  
 3 reported therein, in the form of broker confirmation slips, broker account  
 4 statements, an authorized statement from the broker containing the transactional  
 5 information found in a broker confirmation slip, or such other documentation as  
 6 is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the  
 7 Person executing the Claim Form is acting in a representative capacity, a  
 8 certification of his, her or its current authority to act on behalf of the Class  
 9 Member must be provided with the Claim Form; and (iv) the Claim Form must  
 10 be complete and contain no material deletions or modifications of any of the  
 11 printed matter contained therein and must be signed under penalty of perjury.

12 (c) Once the Claims Administrator has considered a timely submitted Claim Form,  
 13 it shall determine whether such claim is valid, deficient, or rejected. For each  
 14 claim determined to be either deficient or rejected, the Claims Administrator shall  
 15 send a deficiency letter or rejection letter as appropriate, describing the basis on  
 16 which the claim was so determined. Persons who timely submit a Claim Form  
 17 that is deficient or otherwise rejected shall be afforded a reasonable time (at least  
 18 seven (7) calendar days) to cure such deficiency if it shall appear to the Claims  
 19 Administrator that such deficiency may be cured. If any Claimant whose claim  
 20 has been rejected in whole or in part wishes to contest such rejection, the  
 21 Claimant must, within seven (7) calendar days after the date of mailing of the  
 22 notice of rejection, serve upon the Claims Administrator a notice and statement  
 23 of reasons indicating the Claimant's ground for contesting the rejection along  
 24 with any supporting documentation, and requesting a review thereof by the  
 25 Court. If an issue concerning a claim cannot be otherwise resolved, Class  
 26 Counsel shall thereafter present the request for review to the Court.

27 (d) As part of the Claim Form, each Class Member shall submit to the jurisdiction of  
 28 the Court with respect to the claim submitted, and shall, upon the Effective Date,

1 release all Claims as provided in the Stipulation. No discovery shall be allowed  
 2 on the merits of the Action or the Settlement in connection with processing of the  
 3 Claim Form, nor shall any discovery from or of Plaintiffs or Defendants, or of  
 4 their counsel or the Claims Administrator be allowed on any topic.

5 15. All Class Members who do not submit valid and timely Claim Forms will be forever  
 6 barred from receiving any payments from the Net Settlement Fund, but will in all other respects be  
 7 subject to and bound by the provisions of the Stipulation and the Judgment, if entered.

8 16. The Court will consider comments about and objections to the Settlement, the Plan  
 9 of Allocation, or any application for an award of fees or reimbursement of expenses, provided,  
 10 however, that no Class Member or other Person shall be heard or entitled to contest the approval of  
 11 the terms and conditions of the proposed Settlement or, if approved, the Judgment, or any other  
 12 order relating thereto, unless that Person has served the objection upon the Court by  
 13 \_\_\_\_\_, 2025, at least twenty-eight (28) calendar days prior to the Settlement Hearing.  
 14 To be valid, any such objection must (i) clearly identify the case name and number “*Sayce v.*  
 15 *Forescout Tech., Inc. et al.*, Case No: 3:20-cv-00076-SI (N.D. Cal.)”; (ii) state the name, address,  
 16 and telephone number of the Person or entity objecting; (iii) state the number of shares of Forescout  
 17 common stock purchased, acquired, and sold during the Class Period, as well as the dates and prices  
 18 of each such transaction; (iv) be signed by the Person or entity objecting or an authorized  
 19 representative; (v) be submitted to the Court either by filing them electronically or in person at any  
 20 location of the United States District Court for the Northern District of California or by mailing  
 21 them to the Class Action Clerk, United States District Court for the Northern District of California,  
 22 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102-3489. Attendance at the Settlement  
 23 Hearing is not necessary but Persons wishing to be heard orally in opposition to the approval of the  
 24 Stipulation, the Plan of Allocation, and/or application for an award of fees or reimbursement of  
 25 expenses may do so at the Settlement Hearing, provided they have filed a timely objection in  
 26 accordance with this Order. Class Members do not need to appear at the Settlement Hearing or take  
 27 any other action to indicate their approval.

1       17. Any Class Member or other Person who does not object in the manner prescribed  
 2 above shall be deemed to have waived all such objections and shall forever be foreclosed from  
 3 making any objection to the fairness, adequacy, or reasonableness of the Settlement, the Judgment  
 4 to be entered approving the Settlement, the Plan of Allocation, and/or any application for an award  
 5 of fees or reimbursement of expenses, unless otherwise ordered by the Court; shall be bound by all  
 6 the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the  
 7 Action; and shall also be foreclosed from appealing any judgment or order entered in this Action.

8       18. The Court reserves the right to adjourn the Settlement Hearing or to conduct it  
 9 remotely without any further notice other than entry of an order on the Court's docket, and to  
 10 approve the Settlement without further notice to the Class.

11       19. All papers in support of the Settlement, the Plan of Allocation and/or any application  
 12 for an award of fees or reimbursement of expenses shall be filed and served no later than  
 13 \_\_\_\_\_, 2025, thirty-five (35) calendar days before the Settlement Hearing.

14       20. Any submissions filed in response to any objections or in further support of the  
 15 Settlement, the Plan of Allocation and/or any application for an award of fees or reimbursement of  
 16 expenses shall be filed no later than \_\_\_\_\_, 2025, seven (7) calendar days prior to  
 17 the Settlement Hearing.

18       21. Defendants, their counsel, and other Released Defendants' Parties shall have no  
 19 responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys'  
 20 fees and interest, or expenses or payments to the Co-Lead Plaintiffs submitted by Class Counsel,  
 21 and such matters will be considered separately from the fairness, reasonableness, and adequacy of  
 22 the Settlement.

23       22. Pending final determination of whether the Settlement should be approved, all  
 24 Plaintiffs and Class Members shall be enjoined from commencing, prosecuting, or attempting to  
 25 prosecute any Released Plaintiffs' Claims against any Released Defendants' Parties in any court or  
 26 tribunal or proceeding (including in the Action), unless and until the Stipulation is cancelled and  
 27 terminated pursuant to the Stipulation.

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1       23. All Settlement Funds held in the Escrow Account shall be deemed and considered to  
 2 be in the custody of the Court and shall remain subject to the jurisdiction of the Court, until such  
 3 time as such Settlement Funds shall be distributed or returned pursuant to the Stipulation and Plan  
 4 of Allocation and/or further order(s) of the Court.

5       24. Nothing in the Stipulation, including, without limitation, the furnishing of  
 6 consideration for the Settlement, nor any of the negotiations or proceedings connected with it, shall  
 7 be deemed to constitute any finding, concession, or admission of the truth of any of the allegations  
 8 in the Action, any violations of any federal securities laws, or of any liability, negligence, fault, or  
 9 wrongdoing of any kind by any of Defendants, their counsel, or any of the other Released  
 10 Defendants' Parties, or give rise to any inference of wrongdoing or admission of liability or  
 11 wrongdoing in this or any other proceeding. Further, neither the Stipulation, nor any of its terms or  
 12 provisions, nor any of the negotiations or proceedings connected with it, nor this Order shall be  
 13 construed as, or argued to be, a waiver of any defenses in the Action or be deemed to be evidence  
 14 of an admission or concession that any Class Members have suffered any damages, harm, or loss.  
 15 Additionally, neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations  
 16 or proceedings connected with it, nor this Order shall be construed as an admission or concession  
 17 by Plaintiffs of the validity of any factual or legal defense or of the infirmity of any of the claims or  
 18 facts alleged in this Action.

19       25. In the event the Settlement is not consummated in accordance with the terms of the  
 20 Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as  
 21 expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further  
 22 force or effect, and without prejudice to any Party, and may not be introduced as evidence or used  
 23 in any action or proceeding by any Person against the Parties or the Released Parties, and each Party  
 24 shall be restored to his, her or its respective litigation positions as of June 17, 2025, pursuant to the  
 25 terms of the Stipulation.

26       26. The Court reserves the right to alter the time or the date or manner of the Settlement  
 27 Hearing without further notice to the Class Members, provided that the Settlement Hearing shall not  
 28 be set at a time or date earlier than the time and date set forth above. The Court retains exclusive

1 jurisdiction over the Action to consider all further matters arising out of, or relating to, the  
2 Stipulation, including by way of illustration and not limitation, any dispute over the funding of the  
3 Settlement, any dispute concerning any Proof of Claim submitted, and any future requests by one  
4 or more of the Parties that the Judgment, the releases and/or the permanent injunction set forth in  
5 the Stipulation be enforced.

6 **IT IS SO ORDERED.**

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8 DATED: \_\_\_\_\_

9  
10 THE HONORABLE SUSAN ILLSTON  
11 UNITED STATES DISTRICT JUDGE  
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